WILL EXPRESSED IN TERMS OF FOREIGN LAW—CONSTRUCTION.

The case of *Bradford* v. *Young*, 26 Ch. D. 656, calls only for a brief notice. The will of (as the learned judge found) a domiciled Scotchman had been admitted to probate in England, and the question was whether it was to be construed according to English or Scotch law, and it was held by Pearson, J. that it must be construed according to Scotch law; and further, that the admission of the will to probate in England, was not conclusive that the testator was domiciled in England.

TENANT FOR LIFE AND REMAINDERMAN—SETTLEMENT BY WILL OF SHARE OF BUSINESS—LOSSES, HOW BORNE.

The next case we have to notice is that of *Gow* v. *Forster*, 26 Ch. D. 672, in which it was unsuccessfully argued that the principle laid down in *Upton* v. *Brown*, 26 Ch. D. 588 (noted *ante* p. 321) applied. The case arose under a will whereby the testator had devised all his real and personal estate, including his share in a business in which he was a partner, on trust as to one moiety thereof to pay the annual proceeds (including the net proceeds of the business) to his daughter for life, and after her death to her children, or remote issue. The will contained no provision as to how any loss in the business was to be borne, as between the persons interested in the testator's estate. It had, however, been the practice of the firm, during the testator's lifetime in prosperous years to divide the whole profit among the partners, and in years in which there was a loss to write off each partner's proportion of the loss from his share of the capital. After the testator's death the business was carried on for one year at a profit, and half the testator's share of that profit was paid to the daughter. For the following year there was a loss and the testator's share of the loss was written off from his share of the capital. For the next year there was a profit, and the question was: Whether the half of these latter profits was to be paid to the daughter, or whether it must be first applied to make good the loss of capital of the previous year?

Pearson, J., was of opinion that the will indicated an intention on the part of the testator that the business should be carried on, after his death, in the same manner it had been carried on in his lifetime, and that therefore the profits in question were not to be applied to make good the losses of capital of the previous year, but that the daughter was entitled to be paid the full amount thereof.

MORTGAGE—PRIORITY—FUND IN COURT—STOP ORDER, FORECLOSURE—TIME FOR REDEMPTION.

The last case in the Chancery Division is that of *Mutual Life Assurance Society* v. *Langley*, 26 Ch. D. 686, in which a contest for priority arose between two incumbrancers under the following circumstances: L. being *cestui que trust* of a fund part of which was in Court and part in the hands of the trustees, assigned his interest by way of mortgage to C. L., who gave notice to the trustees, but did not obtain a stop order. L. executed a subsequent charge of his interest in favour of P. and M. (without notice of the mortgage to C. L.) P. and M. assigned to the plaintiffs, who obtained a stop-order—and it was held by Pearson, J., that C. L.'s notice to the trustees was ineffectual to bind the fund in Court, and that the plaintiffs who had obtained a stop order were entitled to priority.

In this Province the rule has been, we believe, almost invariable to give subsequent incumbrancers in foreclosure suits successive periods of redemption, but in some of the later English cases this practice has been departed from, and in the present case Pearson, J., remarked:—"My opinion is in favour of fixing, as a general rule, one period for redemption; the practice of giving successive periods has been found very inconvenient."